

GROWER RIGHTS AGREEMENT

THIS AGREEMENT is made effective as of the _____ of _____, by and between MBA Poultry, LLC, a Nebraska limited liability company ("Company"), and the grower identified below ("Grower").

WHEREAS, the Company intends to engage in the business of processing broilers at its plant in Tecumseh, NE; and

WHEREAS, Grower wishes to secure the right to grow broilers for the Company, and the Company is willing to commit to place birds in Grower's barns, upon the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and promises herein contained, the parties agree as follows:

1. Grower Rights. Beginning at a date in calendar year 1998 to be determined by the Company, and continuing with respect to each calendar year thereafter during the effective terms of this Agreement, Grower shall have the right, but not the obligation, to enter into an agreement ("Broiler Agreement") with the Company, pursuant to which Grower will grow broilers for the Company, and the Company will place birds in Grower's barn(s). The Broiler Agreement shall contain provisions pertaining to the number of birds, transportation and weighing, facilities, Grower services, pricing and payment, and other terms, all of which provisions and terms shall be reasonably determined by the Company.
2. Term. This Agreement shall remain in full force and effect until such time, if any, as (a) Grower shall cease to be a member of PGT Investors, LLC, an Iowa limited liability company, or (b) Grower shall breach the Broiler Agreement, at which time this Agreement shall immediately and automatically terminate.
3. Assignment. Neither this Agreement, nor Grower's rights hereunder, shall be assigned or otherwise conveyed, either voluntarily or involuntarily; by Grower, without the prior written consent of the Company. Any attempted assignment or conveyance made in noncompliance herewith shall be null and void and of no effect whatsoever.
4. Entire Agreement. This Agreement constitutes the entire contract and understanding between the parties relative to the subject matter hereof, and merges all prior discussion and agreements between them relating thereto. Neither party shall be bound by any definition, condition, provision, representation, extension, warranty, or promise relating hereto other than those expressly set forth in this Agreement or as is contemporaneously or subsequently set forth in writing and duly executed by the party to be bound thereby. This Agreement shall not be modified, altered, or amended except by a written instrument executed by the party against whom enforcement is sought.